

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>		1. SOLICITATION NUMBER  SP0600-98-B-7001	2. (X one) <input checked="" type="checkbox"/> a. SEALED BID <input type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statments is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (*Complete mailing address, including Zip Code*)

ATTN: DESC-PLC/F.MURPHY  
 Defense Energy Support Center  
 8725 John J. Kingman Rd., Ste. 4950  
 Ft. Belvoir, VA 22060-6222

TELEPHONE: 703-767-9552  
 FACSIMILE: 703-767-8506

4. ITEMS TO BE PURCHASED (*Brief description*)

ORDERING PERIOD: Date of Award Through 31 August 2001, Purchase Program 3.27 (Region 7 Posts, Camps and Stations). DIESEL FUELS, GASOHOL, and GASOLINE FOR MILITARY and FEDERAL CIVILIAN AGENCIES IN THE STATES OF ARIZONA, CALIFORNIA. NEVADA, and UTAH.

The Total 3-Year Quantity is 3,401,400 U. S. gallons                      BID OPENING: 09 DEC 1998

5. PROCUREMENT INFORMATION (*X and complete as applicable*)

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING ( <i>Xone</i> ). ( <i>See Section I of the Table of Contents in this solicitation for details of the set-aside.</i> )
<input type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

**\*\*IMPORTANT INFORMATION\*\***

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ATTENTION BIDDERS

THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANTS YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR BID.

NOTE: Our organization, formerly called Defense Fuel Supply Center (DFSC), is now known as the Defense Energy Support Center (DESC)

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SEE PAGE 3

7. POINT OF CONTACT FOR INFORMATION

a. NAME ( <i>Last, First, Middle Initial</i> ) MURPHY, FRANCIS / LAURA HERMS	b. ADDRESS ( <i>Including Zip Code</i> ) Defense Energy Support Center, Attn: DESC-PLC 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6200
c. TELEPHONE NUMBER ( <i>Including Area Code and Extension</i> ) ( <i>NO COLLECT CALLS</i> ) (703) 767-9552 / (703) 767-9554	

<b>8. REASONS FOR NO RESPONSE (<i>X all that apply</i>)</b>			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER ( <i>Specify</i> )			
<b>9. MAILING LIST INFORMATION (<i>X one</i>)</b>			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
<b>10. RESPONDING FIRM</b>			
a. COMPANY NAME		b. ADDRESS ( <i>Including Zip Code</i> )	
c. ACTION OFFICER			
(1) Typed or Printed Name ( <i>Last, First, Middle Initial</i> )	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

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FROM

FOLD

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
SP0600-98-B-7001	
DATE (YYMMDD)	LOCAL TIME
981209	1:00 PM

TO     ATTN: Bid Custodian/DESC-PCC/Rm 3729  
Defense Energy Support Center  
8725 John J. Kingman Road  
Suite 4950  
Ft. Belvoir, VA 22060-6222

A. This is a Supplemental Solicitation to Master Solicitation SP0600-98-B-7000. The terms and conditions of SP0600-98-B-7000, as amended, are incorporated by reference except as indicated herein. Master Solicitation SP0600-98-B-7000 may be downloaded from the DESC Internet Web Site at [www.desc.dla.mil/main/p/grfuels/reg7.htm](http://www.desc.dla.mil/main/p/grfuels/reg7.htm), or a hard copy may be obtained by calling (703) 767-9552.

B. **BID OPENING:** The scheduled OPENING DATE for receipt of bids is **December 9, 1998, 1:00 P.M.** Local (Ft. Belvoir, Virginia) Time. FACSIMILE OFFERS ARE NOT PERMITTED. Submit all bids on the Price Data Sheets in the Certification Package. ALL BIDS MUST BE SIGNED.

C. **ORDERING PERIOD:** The Ordering Period for contracts awarded under this solicitation is Date of Award through 31 August 2001. Quantities stated are for three year requirements.

D. **CONTRACT TYPE:** Contracts awarded as a result of this solicitation will be "REQUIREMENTS - TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contracts. *Pay special attention to the following clauses: I84 & I86.03*, found in the Master Solicitation.

E. **ECONOMIC PRICE ADJUSTMENT & BASE REFERENCE:** The **Base Reference Date** for this solicitation is November 30, 1998. The Escalator Base Reference Publications are identified under Clause B19.19, ECONOMIC PRICE ADJUSTMENT, found in the Master Solicitation, or in Attachment 3. These references have been selected by DESC. Contract prices will change weekly based on changes in the reference publications; price changes are not based on product cost.

F. **AMENDMENTS:** Bidders must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with the bid. Amendments will be posted on the DESC Web Site.

G. **BID SUBMISSION:** Submit as your bid an original plus one (1) copy of the Certification Package, Price Data Sheets, and any other applicable forms. **Be sure to sign the Price Data Sheet and Block 30 of the Standard Form 1449.** Failure to do so may render your bid nonresponsive.

H. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your CAGE code in Block 17a of Standard Form 1449, in the space marked "Facility Code." If you have a current Government contract and do not know what your CAGE Code is, please contact Ms. Dottie Gheen at (703) 767-9550. If you have not been assigned a CAGE Code, insert the word "None" in the block.

I. **TAXES:** Reference Clauses I28.01, I28.02-2, and I28.03-2.

1. The offeror is responsible for knowing the applicable taxes to include in the offered price.

2. THE FEDERAL SUPERFUND TAX, if applicable at time of bidding, should be included in your bid price. Also, any state or local environmental, pollution, cleanup, or inspection fees should be included in your bid price. These charges will not be paid by the Government separately from the bid/award price.

3. **DO NOT INCLUDE:** Federal Excise Tax (FET) or the Leaking Underground Storage Tank Trust Fund Tax (LUSTT) in your bid price. These taxes will be billed (if applicable) by the contractor as separate line items on each invoice.

4. **TAX EXEMPTION CERTIFICATES AND SALES:** It is the offeror's responsibility to obtain any licenses needed to transact tax-exempt business.

**J. SMALL DISADVANTAGED BUSINESSES (SDB) EVALUATION PREFERENCE:**

1. The Small Disadvantaged Business preference applies only to Department of Defense (DoD) items. These DoD items are identified in the Schedule by the term "DODAAC" in the delivery narrative. The term "FEDAAC" identifies Federal Civilian Agency items to which the preference does not apply.

2. The Small Disadvantaged Business preference will be applied only to Fiscal Year 1998 through Fiscal Year 2000 obligations or estimates thereof. Bidders are cautioned that the statutorily authorized period for application of the preference may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the preference.

3. Small Disadvantaged Businesses (SDBs) should carefully review the following clauses:

- ⇒ I174.01      MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DFSC MAY 1997)
- ⇒ I240          NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS (OCT 1998)
- ⇒ K2.01        SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

4. Clause I174.01 requires that a SDB dealer or manufacturer must provide only product manufactured by a small business manufacturer or refinery if it wishes to be considered for the evaluation preference under Clause I240. The Price Data Sheet for the Evaluation Preference (attached) must be used by all SDBs who expect to receive the evaluation preference. If you do not desire the preference, please check the appropriate block in Clause I240(C) and use the regular Price Data Sheet (attached).

5. SDBs which desire preferential evaluation must submit the following *with their bid*:

- A. Properly and completely filled out SDB Price Data Sheet
- B. Copy of a supply commitment letter from the proposed small business manufacturer; this must state as a minimum the type of product, total quantities of the product, and the contract ordering period.
- C. Copy of an agreement from the proposed transportation company.

K. **SMALL BUSINESS OR SMALL DISADVANTAGED BUSINESS QUESTIONS:** Please direct any questions regarding Small Business or Small Disadvantaged Business Affairs to Mrs. Kathy Williams of the DESC Small Business Office at (800) 523-2601 or (703) 767-9465.

L. **ALTERNATE LINE ITEMS:** Items being solicited as alternate items (Gasoline/Gasohol) list the estimated three-year quantity beside the Gasohol item, and "0" estimated quantity beside the Gasoline item. You may bid on one or both of these items. The quantity listed beside the Gasohol item is the quantity that will be awarded to the lowest bid price evaluated in accordance with Clause M63.01, EVALUATION OF BIDS FOR ALTERNATE PRODUCT. Only one product will be awarded per pair of alternate items. The product awarded (either Gasohol or Gasoline) is to be provided for the entire Contract Period. **PLEASE NOTE: The term "Gasohol" does NOT mean "Oxygenated Gasoline."**

M. **NOTICE**: ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

N. **EMERGENCY CONTACT POINT**: DESC contact point/telephone number for emergency situations during after-duty hours is:

Command Control Center (CCC)  
Telephone Number: (703) 767-8420

O. **NOTE TO LARGE BUSINESSES ONLY**: Clause I171.01-2, SMALL, SMALL DISADVANTAGED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING PLAN, requires you to submit a subcontracting plan for awards over \$500,000. DFSC-P Form 1 (Attached) can be used as your actual Small, Small Disadvantaged, and Woman Owned Business Subcontracting Plan. However, if you prefer to send your own plan in lieu of completing DFSC-P Form 1, you may do so. All subcontracting plans must meet the criteria set forth in Clause I171.01-2.

P. **CENTRAL CONTRACTOR REGISTRATION REQUIRED**: Pursuant to Clause I1.07, REQUIRED CENTRAL CONTRACTOR REGISTRATION, prospective awardees must be registered in the Central Contractor Registration Database. All bidders must provide their DUNS Number with their bid. Failure to do so may prohibit award under this solicitation.

Q. **SPECIAL NOTE**: DESC's Internet Homepage may be found at: <http://www.desc.dla.mil>

You may use this page to obtain current or previous contract prices, an electronic copy of this solicitation, or other information pertaining to DESC and our programs.

R. **PRIMARY SOLICITATION CONTACT POINTS**: For clarification, explanation and additional information please contact:

Mr. Francis Murphy at (703) 767-9552 / fcmurphy@desc.dla.mil

Mrs. Laura Herms at (703) 767-9554 / lherms@desc.dla.mil

S. The following clauses are hereby DELETED:

I237.03 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS  
(SDB) CONCERNS

K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS

K12.03 BUY AMERICAN ACT – TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE

T. The following clauses are hereby REVISED:

- C16.69 SPECIFICATIONS
- F1.09-2 DETERMINATION OF QUANTITY (PC&S)
- I1.05 CONTRACT TERMS & CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS
- I28.02-2 FEDERAL STATE & LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE
- I171.07 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
- I190.05 POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION
- K45.01 FACSIMILE OR ELECTRONIC INVOICING
- K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
- L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S)

U. The following clauses are hereby ADDED:

- E5 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
- I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
- I186.01 OIL SPILLS – CONTRACTOR RESPONSIBILITY (FEB 1998)
- I240 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DESC OCT 1998)
- K1.01-8 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALT 1)
- K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (DEVIATION) (ALT I)
- K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER <b>SC0600-98-0501 &amp; -0502</b>		PAGE 1 OF						
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-98-B-7001</b>		6. SOLICITATION ISSUE DATE <b>09 NOV 98</b>					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>FRANCIS MURPHY</b>				b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9552</b>		8. OFFER DUE DATE/ LOCAL TIME <b>09 DEC 98 @ 1:00 PM</b>					
9. ISSUED BY CODE <b>DESC-PLC</b>  <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>ATTN: DESC-PLC Room 3729</b> <b>8725 JOHN J. KINGMAN RD, STE 4950</b> <b>FT BELVOIR, VA 22060-6222 FAX: 703-767-8506</b> <b>BUYER/ SYMBOL: FRANCIS MURPHY/PLC</b> <b>PHONE: (703) 767-9552</b> <b>PP 3.27</b>				SC0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A)  SIC: <b>5172/2911</b> SIZE STANDARD: <b>500/1500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)									
				13b. RATING									
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP									
15. DELIVER TO CODE <b>SEE SCHEDULE</b>				16. ADMINISTERED BY CODE <b>SEE BLOCK 9</b>									
17a. CONTRACTOR / OFFEROR		BID CODE		CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE							
PHONE/FAX NO.		DUNS											
[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ x ] SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
<b>See Attached</b>		<b>See Schedule</b>  (Attach additional Sheets as Necessary)				<b>See Attached</b>				<b>See Attached</b>		<b>See Attached</b>	
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
[x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ x ] ARE [ ] ARE NOT ATTACHED.													
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.													
[ X ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.								[ ] 29. AWARD OF CONTRACT: REFERENCE <u>your</u> OFFER DATED <u>See Block 30C</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>See Attached</u> .					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN [ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
						[ ] PARTIAL [ ] FINAL							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		36. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL				37. CHECK NUMBER	
								38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)							
						41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							

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**ADDENDUM #1****PRE-AWARD SOLICITATION PROVISIONS**

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**ADDENDUM #2****POST-AWARD SOLICITATION PROVISIONS**

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**B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC APR 1996)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) Please note that the Small Disadvantaged Business preference applies only to Department of Defense (DoD) items. These DoD items are identified below by the term **DODAAC**. The term **FEDAAC** identifies Federal Civil Activities to which the preference does not apply.

(e) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (REGION 7) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(f) Bids shall not be submitted for quantities less than the estimated quantities specified below for each line item. Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

ITEM NUMBER		ESTIMATED QUANTITY	UI
	----- STATE OF ARIZONA ----- CHAMBERS, AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF FACILITY MGMT, WIDE RUINS BOARDING SCHOOL, 20 MI N APACHE COUNTY DELIVERY FEDAAC: 1481S2 ORDERING OFFICE: 520-729-7308		
B08-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 1.5%  TANK WAGON (TW), INTO 3/4,000 GALLON TANKS 1/3,000 GALLON TANK	85,000	GL
*****			
	DAVIS-MONTHAN AFB, AZ, USAF, ACC, 355WG, I 10, ENTER AT SWAN GATE #8032 PIMA COUNTY DELIVERY DODAAC: FP4877 ORDERING OFFICE: 520-228-4129		
750-131	DIESEL FUEL #2 (DL2)  TANK TRUCK (TT), W/PUMP AND 20 FT HOSE INTO 1/51,234 GALLON BELOW GROUND TANK 2/5,000 GALLON BELOW GROUND TANK 1/3,000 GALLON BELOW GROUND TANK AT BLDGS #202, 7337 AND 4703 ANTICIPATE 0% ON HIGHWAY USE 2 DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0800-1430 NOTE: DRIVER TO CONTACT FUELS CONTROL CENTER UPON ARRIVAL, EXT 9117/9118 MULTIPLE DROP	577,500	GL

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF ARIZONA  
-----

FT DEFIANCE,  
 AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF ROADS MAINTENANCE, 32 MI N/NW  
 OF GALLUP, NM  
 APACHE COUNTY  
 DELIVERY FEDAAC: 1481Q1  
 ORDERING OFFICE: 505-863-9501 EXT 253

B30-69      DIESEL FUEL #1, HIGH SUL (HS1)      45,000    GL

TANK WAGON (TW), INTO  
 2/3,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED

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GRAND CANYON  
 AZ, DI, NATL PARK SVC, GRAND CANYON NATIONAL PARK, ADMIN BLDG. AREA,  
 83 MILES SOUTH OF KANAB, UTAH ON HWY 67  
 COCONINO COUNTY  
 DELIVERY FEDAAC: 148100  
 ORDERING OFFICE: 520-638-7716

B36-24      GASOHOL, REG UNL (GUR)      47,000    GL

TANK WAGON (TW), INTO  
 1/6,000 GALLON ABOVE GROUND TANK(S) AT GENERATOR  
 BLDG  
 ANTICIPATE 100% ON HIGHWAY USE

B36-28      GASOLINE, REG UNL (MUR)      0        GL

TANK WAGON (TW), INTO  
 1/6,000 GALLON ABOVE GROUND TANK(S) AT GENERATOR  
 BLDG  
 ANTICIPATE 100% ON HIGHWAY USE  
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
 B36-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
 COST TO THE GOVERNMENT.

B36-46      FUEL OIL, BURNER #2 (FS2)      45,000    GL  
 MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), INTO  
 1/10,000 GALLON BELOW GROUND TANK AT GENERATOR  
 BLDG  
 1/2,000 GALLON ABOVE GROUND TANK(S) AT WASTEWATER  
 TREATMENT PLANT  
 1/2,000 GALLON BELOW GROUND TANK AT ADMIN BLDG  
 1/1,000 GALLON BELOW GROUND TANK AT NPS RESIDENCE  
 1/800 GALLON ABOVE GROUND TANK(S) AT AUTO SHOP  
 2/600 GALLON BELOW GROUND TANK AT NPS RESIDENCE  
 10/550 GALLON ABOVE GROUND TANK(S) AT NPS  
 RESIDENCE  
 3/350 GALLON ABOVE GROUND TANK(S) AT NPS  
 RESIDENCE

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF ARIZONA  
-----

PHOENIX

AZ, DJ, FED CORECTIONAL INS., I17 AT EXIT 225, PIONEER RD, APPROX 30  
MILES NORTH OF PHOENIX

MARICOPA COUNTY

DELIVERY FEDAAC: 159413

ORDERING OFFICE: 602-465-9757 EXT 121

B70-08 RFG REGULAR UNLEADED (MRR) 80,000 GL

TANK WAGON (TW), INTO  
1/4,000 GALLON TANK  
ANTICIPATE 90% ON HIGHWAY USE

B70-68 DIESEL FUEL #2, LOW SULF (LS2) 50,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE

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SEBA DALKAI,

AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF FACILITY MGMT, SEBA DALKAI  
BOARDING SCHOOL, 45 MI NE OF WINSLOW

NAVAJO COUNTY

DELIVERY FEDAAC: 1481S0

ORDERING OFFICE: 520-729-7308

C14-46 FUEL OIL, BURNER #2 (FS2) 36,000 GL  
MAXIMUM SULFUR CONTENT 0.5%TANK WAGON (TW), W/ 8 FT LADDER INTO  
2/2,000 GALLON TANKS  
1/1,500 GALLON TANK

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TOLANI LAKE,

AZ, DI, BIA, WESTERN NAVAJO AGENCY, BR OF RAODS, APPROX 16 MI NE OF  
LEUPP

COCONINO COUNTY

DELIVERY FEDAAC: 1481K8

ORDERING OFFICE: 520-283-6345

C28-68 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL

TANK WAGON (TW), W/ 12 FOOT LADDER INTO  
1/2,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF ARIZONA  
-----

WHITERIVER,  
 AZ, DI, BIA, FT APACHE INDIAN AGENCY  
 NAVAJO COUNTY  
 DELIVERY FEDAAC: 148152  
 ORDERING OFFICE: 520-338-4364

C44-67      DIESEL FUEL #1, LOW SULF (LS1)      30,000    GL

TANK TRUCK (TT), W/PUMP AND 30 FT HOSE W/3 IN  
 ADAPTER INTO  
 4/12,000 GALLON TANKS  
 ANTICIPATE 10% ON HIGHWAY USE  
 DELIVERY OCT - MAR

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WHITERIVER,  
 AZ, DI, BIA, FT APACHE INDIAN AGENCY, WHITERIVER AIRPORT  
 NAVAJO COUNTY  
 DELIVERY FEDAAC: 148152  
 ORDERING OFFICE: 520-338-4364

C46-67      DIESEL FUEL #1, LOW SULF (LS1)      60,000    GL

TANK TRUCK (TT), W/PUMP AND 30 FT HOSE W/3 IN  
 ADAPTER INTO  
 1/12,000 GALLON TANK  
 1/10,000 GALLON TANK  
 1/5,000 GALLON TANK  
 ANTICIPATE 10% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED FOR EACH DROP  
 MULTIPLE DROP

\*\*\*\*\*

YUMA,  
 AZ, ARMY, YUMA PROVING GROUND, 29 MI N, STATE HWY 95, LEFT AT LAGUNA  
 DAM RD, APPROX 2 MI TURN RIGHT  
 YUMA COUNTY  
 DELIVERY DODAAC: W61HZF  
 BILLING DODAAC : W61HZF  
 ORDERING OFFICE: 520-328-6485/6258

085-131      DIESEL FUEL #2 (DL2)      305,000    GL

TANK TRK/TRL (TTR), W/3" MALE CAM-LOC COUPLING  
 (STA 2) AND 4" MALE QUIK-LOC COUPLING (STA 1)  
 INTO  
 1/15,000 GALLON ABOVE GROUND TANK(S)  
 1/10,000 GALLON BELOW GROUND TANK  
 ANTICIPATE 2% ON HIGHWAY USE  
 DELIVERY HOURS: 0600-1400  
 NOTE: REPORT TO BLDG 2660 FOR ESCORT

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF ARIZONA  
-----

YUMA,  
 AZ, NAVY, USMC, AIR STATION  
 YUMA COUNTY  
 DELIVERY DODAAC: N62974  
 BILLING DODAAC : N62974  
 ORDERING OFFICE: 520-341-2478

505-682 DIESEL FUEL #2, LOW SULF (LS2) 632,000 GL

TANK TRUCK (TT), INTO  
 4/12,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 5% ON HIGHWAY USE  
 DELIVERY HOURS: 0600-1300 MONDAY TO FRIDAY

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YUMA,  
 AZ, DJ, INS, BORDER PATROL, 350 1ST ST  
 YUMA COUNTY  
 DELIVERY FEDAAC: 159404  
 ORDERING OFFICE: 520-782-9548

C54-24 GASOHOL, REG UNL (GUR) 50,000 GL

TANK WAGON (TW), INTO  
 1/3,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 100% ON HIGHWAY USE

C54-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO  
 1/3,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 100% ON HIGHWAY USE  
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
 C54-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
 COST TO THE GOVERNMENT.

-----  
STATE OF CALIFORNIA  
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BLYTHE  
 CA, DJ, INS, BORDER PATROL, 16870 W. HOBSON WAY  
 RIVERSIDE COUNTY  
 DELIVERY FEDAAC: 159404  
 ORDERING OFFICE: 520-782-9548

D44-08 RFG REGULAR UNLEADED (MRR) 60,000 GL

TANK WAGON (TW), INTO  
 1/2,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 80% ON HIGHWAY USE

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

BRIDGEPORT,  
CA, DA, FOR SVC, RANGER DIST, HWY #182, 1 MI N, TOIYABE NATL FOREST  
MONO COUNTY  
DELIVERY FEDAAC: 129JD4  
ORDERING OFFICE: 702-355-5357

D58-08      RFG REGULAR UNLEADED (MRR)      25,000    GL

TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 60% ON HIGHWAY USE

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HAPPY CAMP  
CA, DA, FOREST SVC, KLAMATH NATL FOREST, AIRPORT WORK CTR  
SISKIYOU COUNTY  
DELIVERY FEDAAC: 1291X2  
ORDERING OFFICE: 916-493-2243

F46-08      RFG REGULAR UNLEADED (MRR)      57,700    GL

TANK WAGON (TW), INTO  
2/1,000 GALLON TANKS  
ANTICIPATE 50% ON HIGHWAY USE

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MONTEREY,  
CA, NAVY, NAVAL POST GRADUATE SCHOOL, SLOAT AND 3RD ST,  
(FOR NSC,OAKLAND)  
MONTEREY COUNTY  
DELIVERY DODAAC: N62271  
BILLING DODAAC : N62271  
ORDERING OFFICE: 408-656-2638

590-70      DIESEL FUEL #2, HIGH SUL (HS2)      57,000    GL

TANK WAGON (TW), INTO  
1/6,000 GALLON TANK(S)  
2/250 GALLON TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

NILAND

CA, NAVY, CAMP BILL MACHAN, SEAL DESERT TRAINING FACILLITY  
IMPERIAL COUNTY

DELIVERY DODAAC: N60042

BILLING DODAAC : N00244

ORDERING OFFICE: 619-545-8841

593-08 RFG REGULAR UNLEADED (MRR) 45,000 GL

TANK WAGON (TW), INTO  
1/6,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE

593-68 DIESEL FUEL #2, LOW SULF (LS2) 75,000 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 100% ON HIGHWAY USE  
AVERAGE DELIVERY: 7,500 GALLONS

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NORTH FORK,  
CA, DA, FOR SVC, SIERRA NATL FOREST, MINARETS RANGER DIST, MINARETS  
WORK CENTER, APPROX 45 MI NE  
MADERA COUNTY

DELIVERY FEDAAC: 129AHH

ORDERING OFFICE: 209-297-0706 EXT 4836

G78-70 DIESEL FUEL #2, HIGH SUL (HS2) 15,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE

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PALOMAR MOUNTAIN  
CA, DA, FOREST SVC, PALOMAR FIRE STATION  
SAN DIEGO COUNTY

DELIVERY FEDAAC:

ORDERING OFFICE: 619-557-5275

H20-68 DIESEL FUEL #2, LOW SULF (LS2) 10,000 GL

TANK WAGON (TW), INTO  
1/500 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 85% ON HIGHWAY USE

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

PETALUMA,  
CA, DT, COAST GUARD TRAINING CENTER, 10 MI W, 94952-5000  
SONOMA COUNTY  
DELIVERY FEDAAC: Z61200  
ORDERING OFFICE: 707-765-7281

H30-94      DIESEL FUEL, LS#2 (DYED) (LSS)      339,000    GL

TANK WAGON (TW), INTO  
2/4,000 GALLON TANKS  
1/2,000 GALLON TANK  
1/1,000 GALLON TANK  
6/250 GALLON TANKS  
ANTICIPATE 0% ON HIGHWAY USE  
AUTOMATIC FILL

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RIVERSIDE  
CA, VA, NATL CEMETERY, 22495 VAN BUREN BLVD  
RIVERSIDE COUNTYB70  
DELIVERY FEDAAC: 369146  
ORDERING OFFICE: 714-825-7084 EXT 3080

J14-08      RFG REGULAR UNLEADED (MRR)      69,000    GL

TANK WAGON (TW), INTO  
1/6,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 10% ON HIGHWAY USE

J14-68      DIESEL FUEL #2, LOW SULF (LS2)      72,000    GL

TANK WAGON (TW), INTO  
1/6,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 1% ON HIGHWAY USE

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SAN DIEGO  
CA, NAVY, NAVAL HOSPITAL FACILITIES, MANAGEMENT DEPT., BLDG 8  
SAN DIEGO COUNTY  
DELIVERY DODAAC: N00259  
BILLING DODAAC : N00259  
ORDERING OFFICE: 619-532-8110/11/12

632-68      DIESEL FUEL #2, LOW SULF (LS2)      70,200    GL

TANK WAGON (TW), INTO  
1/1,000 GALLON ABOVE GROUND TANK(S) AT BLDG 8  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1400  
NOTE: CONTRACTOR TO CALL TRANSPORTATION OFC AT  
619-532-6154 FOR APPOINTMENT 24 HRS PRIOR TO  
DELIVERY.

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

SAWYERS BAR  
 CA, DA, FOR SVC, KALMATH NATL FOREST, 35 MI SE OF YREKA  
 SISKIYOU COUNTY  
 DELIVERY FEDAAC: 1291X4  
 ORDERING OFFICE: 916-467-5757

K08-08      RFG REGULAR UNLEADED (MRR)      30,000    GL

TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK  
 ANTICIPATE 85% ON HIGHWAY USE

K08-70      DIESEL FUEL #2, HIGH SUL (HS2)      25,000    GL

TANK WAGON (TW), INTO  
 1/6,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

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TWENTYNINE PALMS,  
 CA, DI, NATL PK SVC, JOSHUA TREE NATL MONUMENT, MAINTENANCE YARD, 9  
 1/2 MI S  
 SAN BERNARDINO COUNTY  
 DELIVERY FEDAAC: 149107  
 ORDERING OFFICE: 619-367-6376

K66-68      DIESEL FUEL #2, LOW SULF (LS2)      24,000    GL

TANK WAGON (TW), INTO  
 1/4,000 GALLON TANK  
 ANTICIPATE 15% ON HIGHWAY USE

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

VALLEJO  
 CA, NAVY, MARE ISLAND, EQUIPMENT YARD, CEDAR AVENUE  
 SOLANO COUNTY  
 DELIVERY DODAAC: N64487  
 BILLING DODAAC : N62678  
 ORDERING OFFICE: 707-562-3484

670-08      RFG REGULAR UNLEADED (MRR)      42,000    GL

TANK WAGON (TW), INTO  
 1/1,200 GALLON COMPARTMENT OF A BOTTOM LOADING  
 TANK TRUCK  
 ANTICIPATE 75% ON HIGHWAY USE  
 ANTICIPATE DELIVERIES OF BETWEEN 700 AND 1,000  
 GALS.  
 THIS LOCATION IS DUE TO CLOSE SEP 99.  
 QUANTITY LISTED IS A ONE YEAR ESTIMATE.

670-13      DIESEL FUEL #2 (DL2)      8,000    GL

TANK WAGON (TW), INTO  
 1/1,000 GALLON MOBILE TANK (TOP LOADING)  
 ANTICIPATE 100% ON HIGHWAY USE  
 THIS LOCATION IS DUE TO CLOSE SEP 99.  
 QUANTITY LISTED IS A ONE YEAR ESTIMATE.

670-83      DIESEL FUEL, RED-DYED (DLS)      28,000    GL

TANK WAGON (TW), INTO  
 1/1,200 GALLON COMPARTMENT OF A BOTTOM LOADING  
 TANK TRUCK  
 ANTICIPATE 0% ON HIGHWAY USE  
 ANTICIPATE DELIVERIES OF BETWEEN 700 AND 1,000  
 GALS.  
 THIS LOCATION IS DUE TO CLOSE SEP 99.  
 QUANTITY LISTED IS A ONE YEAR ESTIMATE.

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

WEST LOS ANGELES  
 CA, VA, MEDICAL CENTER, 11301 WILSHIRE BLVD  
 LOS ANGELES COUNTY  
 DELIVERY FEDAAC: 369101  
 ORDERING OFFICE: 310-824-4387

K92-08      RFG REGULAR UNLEADED (MRR)      30,000    GL

TANK WAGON (TW), INTO  
 1/2,500 GALLON BELOW GROUND TANK TANK #T-60  
 ANTICIPATE 90% ON HIGHWAY USE

K92-94      DIESEL FUEL, LS#2 (DYED) (LSS)      45,000    GL

TANK TRUCK (TT), W/PUMP INTO  
 2/20,000 GALLON BELOW GROUND TANK #501  
 1/6,000 GALLON BELOW GROUND TANK #12  
 2/2,500 GALLON BELOW GROUND TANK #295 AND T60  
 1/1,000 GALLON BELOW GROUND TANK #204  
 3/1,000 GALLON ABOVE GROUND TANK(S) #205, 209 AND  
 257. THESE THREE TANKS REQUIRE A PUMPER TRUCK TO  
 OFF LOAD.  
 1/500 GALLON BELOW GROUND TANK #209  
 ANTICIPATE 0% ON HIGHWAY USE  
 MULTIPLE DROP

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YOSEMITE NATL PARK,  
 CA, DI, NATL PK SVC, (YOSEMITE VALLEY) 18 MI W OF YOSEMITE VALLEY  
 MARIPOSA COUNTY  
 DELIVERY FEDAAC: 149103  
 ORDERING OFFICE: 209-379-1040

L10-46      FUEL OIL, BURNER #2 (FS2)      81,000    GL  
 MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), W/150 FT HOSE INTO  
 1/1,000 GALLON ABOVE GROUND TANK(S)  
 2/500 GALLON ABOVE GROUND TANK(S)

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ITEM NUMBER		ESTIMATED QUANTITY	UI
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STATE OF CALIFORNIA			
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	YOSEMITE NATL PARK, CA, DI, (EL PORTAL), NATL PK SVC, 18 MI W OF YOSEMITE VALLEY MARIPOSA COUNTY DELIVERY FEDAAC: 149103 ORDERING OFFICE: 209-379-1040		
L11-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5%	30,000	GL
	TANK WAGON (TW), W/150 FT HOSE INTO 1/550 GALLON ABOVE GROUND TANK(S)		
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STATE OF NEVADA			
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	LAS VEGAS, NV, DA, FOR SVC, RANGER DIST, KYLE CANYON RANGER STA, 35 MI NORTH OF LAS VEGAS, TOIYABE NATL FOREST CLARK COUNTY DELIVERY FEDAAC: 1293D5 ORDERING OFFICE: 702-355-5357		
M20-24	GASOHOL, REG UNL (GUR)	20,000	GL
	TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 60% ON HIGHWAY USE		
M20-28	GASOLINE, REG UNL (MUR)	0	GL
	TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 60% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM M20-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		
*****			
	RENO, NV, USAF, ANG, 152 RG, US RT 395-S, INTERNATIONAL AIRPORT WASHOE COUNTY/RENO TOWNSHIP DELIVERY DODAAC: FP6281 ORDERING OFFICE: 702-788-4662		
900-24	GASOHOL, REG UNL (GUR)	40,000	GL
	TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 35% ON HIGHWAY USE		
900-28	GASOLINE, REG UNL (MUR)	0	GL
	TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 35% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 900-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		
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STATE OF UTAH  
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SPRINGDALE,  
UT, DI, NATL PK SVC, ZION NATL PARK, UTILITY AREA  
WASHINGTON COUNTY

DELIVERY FEDAAC: 148406  
ORDERING OFFICE: 435-772-0150

N50-46      FUEL OIL, BURNER #2 (FS2)      31,000   GL  
             MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), INTO  
1/4,000 GALLON BELOW GROUND TANK

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**REQUIRED REGULATORY COMMERCIAL ITEM CLAUSES AND PROVISIONS****K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 1998)(DEVIATION) (ALT I)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(ii) **CORPORATE STATUS.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

**K1.01-9 CONT'D**

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

☐ is  
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

☐ is  
☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.**

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

☐ is  
☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is  
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

NUMBER of EMPLOYEES

☐ 50 or fewer  
☐ 51 - 100  
☐ 101 - 250

AVERAGE ANNUAL GROSS  
REVENUES

☐ \$1 million or less  
☐ \$1,000,001 - \$2 million  
☐ \$2,000,001 - \$3.5 million

**K1.01-9 CONT'D**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 251 - 500   | <input type="checkbox"/> \$3,500,001 - \$5 million   |
| <input type="checkbox"/> 501 - 750   | <input type="checkbox"/> \$5,000,001 - \$10 million  |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million           |

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.



**K1.01-9 CONT'D****(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.****(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

☐ has☐ has not

filed all required compliance reports.

**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

**(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

---

 (Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

---

 (Insert line item no.)

---

 (Insert country of origin)

**K1.01-9 CONT'D**

- (iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

- (iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

- (v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

- (vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

**(LIST AS NECESSARY)**

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)

- (1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

- (2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

\_\_\_\_\_  
(Insert line item number)

- (ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

- (iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

- (iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

**(LIST AS NECESSARY)**

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**K1.01-9 CONT'D****(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have or

☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1998)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

**(b) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

**(3) IFBs ONLY.**

(i) Facsimile bids are authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

**(4) RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

**L2.05-5 CONT'D**

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(c) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for \_\_\_\_\_ calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(f) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(g) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) **FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

**L2.05-5 CONT'D**

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 3:00 PM, local time for the designated Government office.

(h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(l) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(m) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 L'ENFANT PLAZA, SW, SUITE 8100  
WASHINGTON, DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

**L2.05-5 CONT'D**

- (2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
 BUILDING 4, SECTION D  
 700 ROBBINS AVENUE  
 PHILADELPHIA, PA 19111-5094  
 TELEPHONE: (215) 697-2667/2179  
 FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.  
 (ii) Order forms, pricing information, and customer support information may be obtained--  
 (A) By telephone at (215) 697-2667/2179; or  
 (B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(n) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1, **tailored**)

**II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 1998)**

(a) The Contractor agrees to comply with the following clauses, which are included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components:

252.247-7023 Transportation of Supplies by Sea

(b) The Contractor agrees to comply with any clause that is checked on the following list of **DFARS** clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- |                                     |              |  |
|-------------------------------------|--------------|--|
| <input type="checkbox"/>            | 252.205-7000 | Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416  |
| <input type="checkbox"/>            | 252.206-7000 | Domestic Source Restriction, 10 U.S.C. 2304  |
| <input checked="" type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637  |
| <input type="checkbox"/>            | 252.219-7005 | Incentive for Subcontracting with Small Business Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, 10 U.S.C. 2301 note |
| <input type="checkbox"/>            | 252.225-7001 | Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582   |
| <input checked="" type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program ( <input type="checkbox"/> Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note                  |
| <input type="checkbox"/>            | 252.225-7012 | Preference for Certain Domestic Commodities  |
| <input type="checkbox"/>            | 252.225-7014 | Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note  |
| <input type="checkbox"/>            | 252.225-7015 | Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note   |
| <input type="checkbox"/>            | 252.225-7021 | Trade Agreements ( <input type="checkbox"/> Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note  |
| <input type="checkbox"/>            | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779  |

**II.05 CONT'D**

- [ ] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- [ ] 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- [ ] 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ( [ \_\_\_ ] Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- [ ] 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- [ ] 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- [ ] 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(DFARS 252.212-7001)

## ADDENDUM 1

### PRE-AWARD SOLICITATION PROVISIONS

**K1.01-8 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALT I) (OCT 1998)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 2911/5172.
- (2) The small business size standard is 1500/500.
- (3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

**(b) REPRESENTATIONS.**

- (1) The offeror represents as part of its offer that it--

☐ is,  
☐ is not

a small business concern.

- (2) (Complete only if offeror represented itself as a small business concern in subparagraph (b)(1) of this provision.)

The offeror represents, for general statistical purposes, that it--

☐ is,  
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it--

☐ is,  
☐ is not

a women-owned small business concern.

- (4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.



**K1.01-8 CONT'D****(c) DEFINITIONS.**

(1) **Small business concern**, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(2) **Woman-owned small business concern**, as used in this provision, means a small business concern--

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

**(d) NOTICE.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alt I)

(FAR 52.212-3/AltI)

**K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)**

(a) **GENERAL.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

**(b) REPRESENTATIONS.**

(1) **GENERAL.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) [ ] It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification.

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) [ ] It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements of 13 CFR 124.1002(f) and that the representations in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. {The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_}

(c) **PENALTIES AND REMEDIES.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the small Business Act.

(FAR 52.219-22)

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998)****(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

**(4) RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

---

(For overseas locations, include the country code)

**(b) ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items(as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)****(a) DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, realstate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

**(c) DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

## ADDENDUM 2

### POST-AWARD CONTRACT CLAUSES

#### C16.69 SPECIFICATIONS (DESC SEP 1998)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product which complies with the more stringent requirement. Product which fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM (1)</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

(2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

(4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

**C16.69 CONT'D**

(2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule", published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTRACT OF 0.05 WEIGHT PERCENT.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, DF1, AND DFA ONLY.** Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(i) The fuel shall be composed of petroleum hydrocarbon fractions meeting the requirements of ASTM D 975, except as noted below.

**C16.69 CONT'D**

(A) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6-18 months) and long-term (18-25 months) periods of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million (ppm) may be added to the fuel.

(C) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, or 5342.

(ii) The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

(A) The maximum cloud point (see 7.2 of CID A-A-52557) shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.

(B) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(iii) The Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975 as shown below:

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be not more than the tenth percentile minimum temperature specified in Appendix X2 of ASTM D 975.

(ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index;**AND**

**C16.69 CONT'D**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel fuel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6.** ASTM D 396 applies.

NATIONAL STOCK NUMBERPRODUCT NOMENCLATURE

9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4(Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5(Light)
9140-00-247-4359	Fuel Oil, Burner 5(Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

(1) Refer to the Schedule of the maximum allowable sulfur content for Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or state/local environmental requirements, whichever is more stringent.

(2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

<u>ALLOWABLE</u> <u>CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED DETECTION</u> <u>LIMIT</u>	<u>MAXIMUM</u> <u>LEVEL</u>
1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 <sup>2,3</sup>	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 <sup>2,3</sup>	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 <sup>2,3</sup>	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

**NOTES:**

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with

**C16.69 CONT'D**

such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.

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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or state/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-IT, ROOM 2834  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J. KINGMAN RD., SUITE 4950  
 FORT BELVOIR, VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(f) **KEROSENE.** ASTM D 3699 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>SULFUR CONTENT</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	0.30 wt% max.
9140-01-292-4460	Kerosene, Grade No. 1-K	0.04 wt% max.

**NOTE:** As of July 1, 1998, No. 1-K and No. 2-K Kerosene are taxable upon removal from the terminal unless the kerosene is indelibly dyed or used for military jet fuel. The definition of kerosene is provided in 26 CFR Section 48.4081-1.

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL LUBRICATING OIL DELIVERIES.
2. ALL AVIATION FUEL DELIVERIES.
3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from



**E5 CONT'D**

the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

**F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC SEP 1998)**

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

**(1) DELIVERIES INTO OR BY TANKER/BARGE.****(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

**(ii) F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis (except for items to be used as ships' bunkers), the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(iii) F.O.B. VESSEL.**

(A) On items requiring delivery f.o.b. vessel by barge for ships' bunkers or for Maritime Prepositioning Ships (MPS), the quantity received will be determined (at the Contractor's option) on the basis of--

- (a) Origin shore tank measurements; or
- (b) By calibrated meter, if the Contractor's facilities are so equipped.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(C) When the vessel is unable to receive any or all of the delivery, the Contractor must immediately notify the DESC Contracting Officer of the circumstances and provide documentation to substantiate the quantity and location where excess product has been off-loaded. The Government will have the right to have a representative present to verify these off-load figures.

**(2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.****(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined by one of the following methods:

(A) The Contractor shall provide delivery equipment that enables the receiving activity and the Contractor to determine quantity at destination in the delivery conveyance by one of the following:

- (a) Calibrated meter (in areas where environmental restrictions prohibit the opening of dome hatches prior to, during, or after off-loading, calibrated meter must be used); or
- (b) Certified capacity tables. The tables must be made available at the time of delivery; or
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities.

(B) If one of the methods in (A) above is not specified in the contract narrative for deliveries by transport truck or truck and trailer, the Contractor may use the net quantity determined at the loading point by a calibrated loading rack meter. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter. The Government reserves the right to determine the quantity received in gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) at time of delivery by any valid means available.

**F1.09-2 CONT'D**

(C) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(iii) WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION.** Volume correction to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) is required for--

(1) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(2) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086). In areas where the metric system is used, an equivalent type Centigrade thermometer may be used.

(2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM D 1298).

(3) API Manual of Petroleum Standards Chapter 3, Method of Gauging Petroleum Products (API 2545/ASTM D 1085). A water indicating paste (Testmaster, manufactured by Steward Hall Chemical Corp., 222 Washington St., Mount Vernon, NY 10553, or equivalent) capable of providing a reliable sharp color change in water bottoms containing 50% fuel system icing inhibitor (either Ethylene Glycol Monomethyl Ether or Diethylene Glycol Monomethyl Ether as applicable) shall be used for obtaining water cuts in aviation turbine fuels.

(4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

(iv) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Centigrade to barrels of 60 degrees Fahrenheit, except when this method is restricted by foreign law. Convert liters at 15 degrees Centigrade to cubic meters at 15 degrees Centigrade by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(v) If the original measurement is by weight, using calibrated scales, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.

(vi) For other than crude oils, lubricating oils, fuels, and fuel oils, volume correction shall be made in accordance with the product specification or as stated elsewhere in the solicitation.

(5) API Manual of Petroleum Measurement Standards Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

**(d) UNITS OF QUANTITY.**

(1) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be--

(i) The barrel of 42 U.S. gallons;

(ii) The U.S. gallon of 231 cubic inches;

(iii) The long ton of 2,240 pounds;

(iv) The pound of 16 ounces;

(v) The metric ton of 2,204.6 pounds;

(vi) The imperial gallon of 277.42 cubic inches; and

(vii) The liter of 61.026 cubic inches.

(2) Unless otherwise specified in the contract, a reference to gallons shall mean U.S. gallons.

**F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: \_\_\_\_\_.

(2) Rate for detention beyond free time: \_\_\_\_\_.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.212-9F19)

**11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://ccr.edi.disa.mil>.

(DFARS 252.204-7004)

**128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC JUL 1998)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

**I28.02-2 CONT'D**

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON

\$0.184  
\$0.1532  
\$0.1424  
\$0.130

PERCENTAGE OF ALCOHOL

0.0% up to but not including 5.7%  
5.7% up to but not including 7.7%  
7.7% up to but not including 10%  
10% and above

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

A Contractor authorized by IRS to sell fuel tax free should not invoice the FET on sales to the National Guard or on sales of jet fuel for military aircraft, aviation gasoline for military aircraft, motor gasoline used off-highway, and gasohol used off-highway. The ordering officer should be contacted for information on amounts of fuel used off-highway.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(h) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F04)

**I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (AUG 1998)**

(a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this subpart, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

**1171.07 CONT'D**

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that Government may have.

(FAR 52.219-16)

**1186.01 OIL SPILLS - CONTRACTOR RESPONSIBILITY (DESC FEB 1998)**

(a) This clause supplements paragraph (b) of the PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION clause.

(b) As part of the Contractor's responsibility for the containment, cleanup, and disposal of any oil it spilled, the Contractor, within 5 days of the spill, shall provide to the Contracting Officer, in writing, the suggested disposal method, proposed disposal location, qualifications of waste transporters and disposers, and final certificates of destruction or manifests. If additional information concerning these matters becomes available at a later time, the Contractor shall provide the Contracting Officer with a supplemental report.

**1190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

**1240 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998)**

(a) **DEFINITIONS.** As used in this clause--

**Small disadvantaged business concern** means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

**Historically black college or university** means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

**I240 CONT'D**

**Minority institution** means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20.U.S.C. 1059c(b)(1)).

**United States** means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

**(b) EVALUATION ADJUSTMENT.**

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
  - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
  - (ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
  - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));
  - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
  - (v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The factor shall be applied on a line item basis or to any group of items which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

**(c) WAIVER OF EVALUATION ADJUSTMENT.** A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

**(d) AGREEMENTS.**

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
  - (i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;
  - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
  - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
  - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23)



**F.O.B.  
DESTINATION****DATA SHEET****SP0600-98-B-7001****FOR THE EVALUATION PREFERENCE**

To be completed by SDBs only  
and in accordance with Clause I174.01.  
(For DoD Items Only)

**IMPORTANT:** All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the bid. Failure to do so may render the bid ineligible for the evaluation preference.

COMPANY NAME:		BASE REFERENCE DATE (SEE CLAUSE B19.19): 30 NOV 1998
BIDDER CODE:	CAGE CODE:	AUTHORIZED SIGNATURE:

- ° Bid prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- ° Bid prices should include the amounts covered under the Superfund Amendments and Reauthorization Act (SARA).
- ° Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.
- ° Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

\*\*\*\*\* **PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS.** \*\*\*\*\*

ITEM NO.	BID PRICE (\$ PER GAL) (SEE CL L44)	DISCOUNT % PER CL I4 & I5	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DFSC Form 2.16 (For Domestic IFBs)  
Jan 93. Supersedes May 91 version.

**FOR SMALL DISADVANTAGED BUSINESSES ONLY**



### ATTACHMENT 3

#### REFERENCE POSTINGS FOR SP0600-98-B-7001

##### REGION 7

##### PETROLEUM MARKET AREAS

###### State

###### Counties

###### **Arizona**

A. Cochise, Graham, Greenlee, Pima, Santa Cruz

B. Coconino, Gila, La Paz, Maricopa, Mohave, Pinal, Yavapai, Yuma

C. Apache, Navajo

###### **California**

A. Imperial, Los Angeles, Orange, Riverside, San Bernadino, San Diego, San Luis Obispo, Santa Barbara, Ventura

B. Fresno, Inyo, Kern, Kings, Madera, Mono, Tulare

C. Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Plumas, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tuolumne, Yuba

D. El Dorado, Placer, Sacramento, Solano, Sutter, Yolo

###### **Nevada**

A. Clark, Lincoln, Nye

B. Churchill, Douglas, Esmeralda, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, Independent City of Carson City

C. Elko, Eureka, White Pine

###### **Utah**

A. San Juan

B. Beaver, Box Elder, Cache, Carbon, Daggett, Davis, Duchesne, Emery, Garfield, Grand, Iron, Juab, Kane, Millard, Morgan, Piute, Rich, Salt Lake, Sanpete, Sevier, Summit, Tooele, Unitah, Utah, Wasatch, Washington, Wayne, Weber

## **GASOLINES\***

<b><u>State</u></b>	<b><u>Market Area</u></b>	<b><u>Escalation Reference</u></b>
<b>Arizona</b>	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Four Corners Ref., FC
<b>California**</b>	A	OPIS Los Angeles
	B	OPIS Bakersfield
	C	OPIS San Francisco
	D	OPIS Sacramento
<b>Nevada</b>	A	OPIS Las Vegas
	B	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
<b>Utah</b>	A	OPIS Four Corners Ref., FC
	B	OPIS Salt Lake City, UT

### **\*GENERAL GASOLINE NOTES:**

#### **CLEAR/OXYGENATED GASOLINE**

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

#### **REFORMULATED GASOLINE**

- a) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- b) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items ,within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

## **GASOHOL**

- a) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- c) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- d) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

## **RVP REQUIREMENTS FOR GASOLINE**

### **REGION 7**

- a) **OPIS Phoenix, AZ**--All regular, midgrade and premium unleaded gasoline items should switch to the 7.0 RVP gasoline reference beginning on the third Monday of May and use the 7.0 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.  
For Items requiring RFG see the Reformulated Gasoline Note.
- b) **OPIS Sparks/Reno, NV**--All regular, midgrade and premium unleaded gasoline items should switch to the 7.8 RVP gasoline reference beginning on the third Monday of May and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.
- c) **OPIS Salt Lake City, UT**—All regular, midgrade, and premium unleaded gasoline items in the following Utah counties: Davis and Salt Lake, should switch to the 7.8 RVP gasoline reference beginning on the third Monday of May and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.  
All other gasoline items using the OPIS Kansas City, KS reference should use the 9.0 RVP price at all times.

### **\*\*CALIFORNIA GASOLINE NOTES:**

- a) All California gasoline items will use either the OPIS CaRFG (2% Oxy) or the OPIS CaRFG (0% Oxy) price.
- b) All California gasoline items in areas where oxygenated California RFG is required year round, will use the CaRFG (2%Oxy) year round.
- c) All California gasoline items in areas where oxygenated California RFG is required only part of the year will use the CaRFG (2%oxy) during the period when oxygenated California RFG is required and will use the CaRFG (0%Oxy) when oxygenated gasoline is not required.

**NO. 1 DISTILLATE HIGH AND LOW SULFUR\***

<b><u>State</u></b>	<b><u>Market Area</u></b>	<b><u>Escalation Reference</u></b>
<b>Arizona</b>	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Four Corners Ref., FC Low Sulfur
	C	OPIS Four Corners Ref., FC Low Sulfur
<b>California</b>	A	OPIS Bakersfield Low Sulfur
	B	OPIS Bakersfield Low Sulfur
	C	OPIS Sparks/Reno, NV Low Sulfur
	D	OPIS Sparks/Reno, NV Low Sulfur
<b>Nevada</b>	A	OPIS Sparks/Reno Low Sulfur
	B	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT Low Sulfur
<b>Utah</b>	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Salt Lake City Low Sulfur

\* NOTE: Applies to DF1, DL1, Kerosene 1-K, Kerosene 2-K, Burner Oil No.1, LS1, HS1, DLW, LSW

**NO. 2 DISTILLATE HIGH SULFUR\***

<b><u>State</u></b>	<b><u>Market Area</u></b>	<b><u>Escalation Reference</u></b>
<b>Arizona</b>	A	OPIS Tucson Low Sulfur
	B	OPIS Phoenix Low Sulfur
	C	OPIS Four Corners Ref., FC Low Sulfur
<b>California</b>	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
<b>Nevada</b>	A	OPIS Las Vegas Low Sulfur
	B	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT
<b>Utah</b>	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Salt Lake City

\*NOTE: Applies to DF-2, Burner Oil No.2, HS2

**NO. 2 DISTILLATE LOW SULFUR\***

<b><u>State</u></b>	<b><u>Market Area</u></b>	<b><u>Escalation Reference</u></b>
<b>Arizona</b>	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Four Corners Ref., FC
<b>California</b>	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
<b>Nevada</b>	A	OPIS Las Vegas
	B	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
<b>Utah</b>	A	OPIS Four Corners Ref., FC
	B	OPIS Salt Lake City

\* NOTE: Applies to DL2, DLS, LS2, LSS

**SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN**

**OFFEROR:**

**NOTE:** If a plant or division wide Master Plan is being incorporated by reference, indicate by "X" and complete Parts I, A thru G and IV only. ☐

Date of Plan \_\_\_\_\_  
(Copy of Master Plan and evidence of approval by the Government Contract Administration Office required.)

**Note:** Continue on Separate Sheets if necessary.

**PART I SUBCONTRACTING GOALS:**

- A. Total Dollars Planned to be Subcontracted: \$ \_\_\_\_\_
- B. Total Dollars Planned to be Subcontracted to Small Business Concerns: \$ \_\_\_\_\_
- C. Total Dollars Planned to be Subcontracted to Small Disadvantaged Business Concerns: \$ \_\_\_\_\_
- D. Total Dollars Planned to be Subcontracted to Women-Owned Small Business Concerns: \$ \_\_\_\_\_
- E. Percentage of Total Subcontracting Dollars for the use of Small Businesses: \_\_\_\_\_ %
- F. Percentage of Total Subcontracting Dollars for the use of Small Disadvantaged Businesses: \_\_\_\_\_ %
- G. Percentage of Total Subcontracting Dollars for the use of Women-Owned Small Businesses: \_\_\_\_\_ %

**H. Method Used to Develop These Goals:**

- I. Were indirect costs included in establishing these goals? Yes ☐ No ☐  
If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, (2) small disadvantaged business concerns and (3) women-owned small business concerns:

- J. Principal Types of Supplies and Services to be Subcontracted:  
(Indicate types planned for subcontracting to (i) small business, (ii) small disadvantaged business concerns and (iii) women-owned small business concerns.)

**PART II - SUBCONTRACTING PROCEDURES:**

- A. Name of individual who will administer the offeror's subcontracting program: \_\_\_\_\_  
Brief description of duties:

- B. Methods Used to identify potential sources for solicitation purposes:  
(indicate "X" those that apply)
- \_\_\_\_\_ Existing Company source lists OTHER: \_\_\_\_\_
- \_\_\_\_\_ SBA Procurement Automated Source System (PASS)
- \_\_\_\_\_ National Minority Purchasing Council Vendor Information Service
- \_\_\_\_\_ Dept. of Commerce Minority Business Development Agency
- \_\_\_\_\_ Small, Small Disadvantaged Business and Women-owned Small Business Concerns Trade Associations

- C. Methods used to assure that small, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts:

**SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)**

**PART III - SUBCONTRACTING PLAN MANAGEMENT:**

Offeror certifies that the following procedures regarding management of this Subcontracting Plan are enacted:  
(Indicate acknowledgment and compliance by annotating "X" in appropriate blocks.)

- A. Contractor will assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation for bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns. ☐
- B. Contractor will make reasonable effort to give all small, small disadvantaged and women-owned small business concerns an opportunity to compete over a period of time, where lists of potential subcontractors are excessively long. ☐
- C. Contractor will provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions. ☐
- D. Contractor will counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms. ☐
- E. Contractor will provide notice to subcontractors concerning penalties for misrepresentation of business status as small, small disadvantaged and women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Plan. ☐
- F. Contractor will ensure that the clause entitled "Utilization of Small , Small Disadvantaged and Women-Owned Small Business Concerns" (Latest Revision) contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan. ☐
- G. Contractor will cooperate in any studies or surveys as may be required. ☐
- H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan. ☐
- I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms. ☐
- J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295. ☐
- K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan: ☐
  - 1. Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns; ☐
  - 2. Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns; ☐
  - 3. For each subcontract solicitation resulting in an award of more than \$100,000 -- ☐
    - a. Indication whether small business concerns were solicited, and if not, why not;
    - b. Indication whether small disadvantaged concerns were solicited, and if not, why not;
    - c. Indication whether women-owned small business concerns were solicited, and if not, why not;
    - d. If applicable, the reason award was not made to a small business concern;
  - 4. Any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources. ☐
  - 5. Internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements. ☐
  - 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. ☐

**PART IV OFFEROR'S SIGNATURE:**

TYPED NAME  
TITLE

DATE

**PART V DETERMINATION OF ADEQUACY/APPROVAL:**

Check if determined INADEQUATE.  
(Rationale and areas requiring  
revision attached.)

Contracting Officer

Date

Division Chief

Date

(Approval required for "zero" goal)

**CONCURRENCE WITH  
DETERMINATION:**  
(If nonconcurrence, see attached  
rationale)

DFSC DU

DATE

DFSC G

DATE